

Request for Proposal (RFP)

For Professional Services

T.Z. Osborne Janitorial Services

December 12, 2017

1. SUMMARY

1.1. Request for Proposals: The City of Greensboro Water Resources TZ Osborne Water Reclamation Facility is soliciting proposals for janitorial services.

1.2. Introduction and Background: The City of Greensboro Water Resources TZ Osborne Water Reclamation Facility.

- a. Administration Building
- b. Blower Maintenance Building

1.3. Services To Be Provided: Consultant's services will generally consist of the following:

- a. Administration Building:
 - 1. Clean all offices daily (10)
 - 2. Sweep/mop all Restrooms (upper and lower lobby) daily
 - 3. Sweep/mop and clean both men's and women's locker rooms daily
 - 4. Sweep/mop lobbies daily
 - 5. Sweep/mop lab 3 times weekly
 - 6. Vacuum conference room 3 times weekly
 - 7. Clean lunch/break area daily
 - 8. Clean Lobby windows front and back 2 times weekly or as needed.
 - 9. Front and Back patios are to be blown/swept 2 times weekly or as needed.
- b. Blower/Maintenance Building
 - 1. Clean all offices daily (4)
 - 2. Clean Restroom/wash sink and tables in break area.

2. ENVISIONED SCOPE SERVICES

2.1. Scope of Consultant's Services: The Basic Scope of Consultant's Services, as currently envisioned by the City include janitorial services. Additional services to be provided by the selected consultant include the following:

- a. Wax floors in the Administration Lobbies and Hallways. (Twice yearly spring/fall)

- b. All trash is to be emptied at the time of cleaning and placed in the provided bin at the rear of the Blower/Maintenance building.

3. RFP SUBMITTAL REQUIREMENTS

3.1. This RFP is issued by the City of Greensboro Water Resources TZ Osborne Water Reclamation Facility. Any questions concerning this RFP shall be submitted in writing and addressed to Timothy Dunlap, Water Resources, TZ Osborne Water Reclamation Facility, by mail to the address below or by email to 2350 Huffine Mill Rd, McLeansville, NC 27301. The deadline for questions will be January 5, 2018. All questions will answered by Addenda.

3.2. Please submit one original and two copies of your RFP, to the City of Greensboro **no later than 5:00 PM, January 19, 2018** to the attention of:

**Timothy Dunlap
City of Greensboro Water Resources Department
2350 Huffine Mill Rd,
McLeansville, NC 27301**

Item\Date

- City Issues Notice-To-Proceed On or before March 1, 2018.
- Complete Project On or before June 30, 2021.

3.3. RFP Organization: To facilitate the City's objective review of the RFPs from different Consultants, submitting firms are requested to organize their submittal using a standardized format. Each RFP should contain the following:

- a) **Transmittal Letter:** A transmittal letter prepared on the firm's business stationery must accompany the RFP submittal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Proposal.

Selected firm(s) will be required to submit a Certificate of Insurance which specifically names the City of Greensboro as additional insured via an additional insured endorsement.

The transmittal letter must include a statement certifying that it will accept the City of Greensboro Standard Terms and Conditions as provided in "Attachment A" of this RFP.

- b) **Consultant's Description of Scope of Services:** The Proposal shall include a description in clear and precise terms of the firm's understanding of the scope of work for this project. Include a narrative and description of the proposed effort and the products that will be delivered.

Outline your understanding of this project, scope of services, technical plan and organization. List, in detail, the full scope of services you intend to provide to achieve a successful completion of this program evaluation.

The proposal shall list all proposed partnering and/or subcontracting arrangements, including reporting hierarchy, entered into to provide the services requested by the City of Greensboro.

- c) **Key Personnel:** Provide information on key personnel that will comprise the team responsible for completing the project. At a minimum please provide a resume listing the qualifications and experience for each team member and an organization chart representative of the team hierarchy to be utilized within the parent organization or firm. If a sub-consultant will be utilized the chart must show the management approach reporting relationships between the firms.
- d) **Minority/Woman Business Enterprise (M/WBE) Policy:** It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of age, color, biological sex, disability, national origin, race, religion, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace.
- e) **The undersigned Respondent hereby certifies and agrees that the following information is correct:** As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1 of the M/WBE Program Plan. As part of such compliance, the Contractor shall not discriminate on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the

effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

4. RFP Submittal Evaluation

4.1. Proposal Evaluation: Submitted proposals will be rated based on responsiveness, technical merits and the ability of firm(s) to provide the required scope of services. This information will be used to determine a final rating for each proposal.

A Selection Committee will be utilized to rate each Technical Proposal based on the following criteria:

1. Understanding of the project and scope of services.
2. Experience of the firm in:
 - a. Janitorial Maintenance services
3. Qualifications of personnel/staff.
4. Compliance with the requirements of the RFP.
5. M/WBE Utilization
6. Cost of services rendered

Water Resources Department will choose the proposal which best serve the interests of the Department and City. The City reserves the right to make an award with or without negotiations. Minor irregularities in proposals, which are deemed immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the City of Greensboro.

Rating and Selection Team: The following individuals will comprise the team responsible for reviewing and rating submitted RFP's:

- Timothy Dunlap, Treatment Plant Superintendent
- Bradly Flynt, Treatment Plant Superintendent
- Name, Title
- Kirim McGee – MWBE Specialist

5. General Provisions

5.1. Terms and Conditions of the Contract: The City will utilize the professional services contract agreement included herein as "Attachment A."

5.2. Modifications and Withdrawals: Withdrawal of, or modifications to proposals are effective only if written notice thereof is sent to Water Resources prior to the time

proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.

5.3. Questions and Inquiries: Questions and inquiries should be directed in writing to the individual listed on page two. Electronic submission of questions is acceptable. The deadline for questions is January 5, 2018. A written response to submitted questions, in the form of an Addendum will be provided to all applicants.

5.4. Proposal Acceptance: The City of Greensboro reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the City of Greensboro.

5.5. Insurance Requirements: Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker's Compensation Insurance at the levels prescribed in the attached professional services contract over the term of the contractual service agreement.

5.6. RFP Cancellation: The City of Greensboro may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

5.7. Services Rendered: All work performed under this Contract shall be in compliance with all applicable North Carolina codes, standards and regulations.

5.8. Contract Period: The contract period will be from date of award through June 30, 2021. The City of Greensboro reserves the right to extend the contract for as many as two (2) additional twelve (12) month periods, on an annual basis if both parties agree and funds are made available for that purpose.

6. Schedule for the Selection Process: The following is the anticipated schedule for the consultant selection process.

<u>Item</u>	<u>Date</u>
City of Greensboro issues RFP	December 12, 2017
Completed Proposals due to City	January 19, 2018
City review of Proposals and Selection Of Short List of Consultants	January 22, 2018

Interviews with potential Consultants	January 24, 2018
City selects Most Qualified Consultant	On or before January 26, 2018
Complete contract negotiations with selected Contractor	On or before January 26, 2018
Submittal of complete and signed Contract documents by the selected Consultant to the City.	On or before February 1, 2018
City formal approval and signature of Contract	On or before February 15, 2018
Written Notice-To-Proceed (NTP)	On or before March 1, 2018

Water Resources Matrix for RFP's
Rank each proposal and list your reasons or comments.

Points	Selection Criteria	Vendor Name	Vendor Name	Vendor Name	Comments (please provide)
5	Responsiveness to the City's RFP				
30	Qualifications/Experience: Firms contact information and range of services (5); Year of experience (5) Credential of project personnel & qualifications of firms(s) including partnering & teaming arrangements (10) Demonstrated ability to carry out projects on time and within budget (10)				
10	Capacity: Experiences with municipalities in providing similar services as requested in RFP (5); Provide a minimum of 3 references with current contact information (5)				
5	Description/understanding of required services				
10	Availability and flexibility of consultant				
10	Preliminary cost proposal.				

20	Any special or unusual terms or conditions for the contract.				
10	MWBE Participation: Pursuant to the City of Greensboro Minority/Women Business Enterprise Program Plan for Construction, Professional Services, Goods and Other Services Section VI.D.3 respondents that are certified MBE/WBE firms and eligible to participate in the City's M/WBE program may be assigned up to ten (10) evaluation points as part of the City's M/WBE Prime Contractor capacity-building initiative. Up to five (5) evaluation points may be assigned to respondents based upon the relative value of eligible certified M/WBE firm participation that they have included on their teams for purposes of performing a Commercially Useful Function. If a subcontractor (M/WBE or non-M/WBE) is used, complete Affidavit C and submit with your response.				
	Average Total Score (rounded to nearest whole number)				

End of Request for Proposal

Attachment A CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the ___ day of _____, 20__, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and _____ (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described in Attachment A, attached hereto and made a part hereof, the Consultant will provide services to the City of Greensboro.

Relationship

The Parties in this contract agree that the Consultant is a **professional corporation**, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to the following:

1. XXXX
2. XXXX
3. XXXX

4. XXXX

Compensation

The City agrees to pay the Consultant an amount not to exceed \$ _____. The Consultant will be paid as detailed in **Attachment A**, attached hereto and made a part hereof. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete project work within _____ timeframe.

Non-Appropriation Clause

The automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non appropriation occurs the contract shall become void.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind

levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Insurance

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the City of Greensboro as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the City.
2. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.
3. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
4. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance and a copy of the insurance policies for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Conflict of Interest

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

- a. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
- b. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
- c. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1 of the M/WBE Program Plan. As part of such compliance, the Contractor shall not discriminate on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of Consultant, its agents or employees, or as a result of work performed pursuant to this Contract.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Non-Assignment

The Consultant without the written approval of the City shall not assign this contract.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Confidentiality

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will

enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

E-Verify

Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.